

Western Iowa Tech CC

UE (Mixed)

7/1/2004 6/30/2007

MASTER AGREEMENT

BETWEEN

WESTERN IOWA TECH COMMUNITY COLLEGE
BOARD OF DIRECTORS

AND

UNITED ELECTRICAL, RADIO & MACHINE
WORKERS OF AMERICA (UE)

2004-2007

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ARTICLE 1
RECOGNITION AND DEFINITIONS

A. Recognition

The Board of Directors of Western Iowa Tech Community College hereby recognizes the United Electrical, Radio & Machine Workers of America (UE) and its Local 1145 as the sole, exclusive bargaining representative for all full and part-time employees represented by the Union in the bargaining unit as defined and certified by the Public Employment Relations Board in Case Number 5893. Excluded from the unit are all supervisors, managerial and confidential employees.

B. Board, Employer, or College

As used in this Agreement, the terms "Board," "Employer," or "College" shall mean the Board of Directors of Western Iowa Tech Community College, or its authorized representatives.

C. Employee

As used in this Agreement, the term "Employee" shall mean all full-time and part-time employees represented by the Union in the bargaining unit as defined and certified by the Public Employment Relations Board in Case Number 5893.

D. Full-Time Employee

As used in this Agreement and unless otherwise indicated, the term "full-time employee" shall mean an employee who is scheduled to work at least thirty-two (32) hours per week, on an appointment of six (6) continuous months or more.

E. Part-Time Employee

As used in this Agreement and unless otherwise indicated, the term "part-time employee" shall mean an employee who is scheduled to work at least sixteen (16) hours per week but less than thirty-two (32) hours per week on an appointment of six (6) continuous months or more.

F. Limited Part-Time Employee

As used in this Agreement and unless otherwise indicated, the term "limited part-time employee" shall mean an employee who is scheduled to work less than sixteen (16) hours per week. Limited part-time employees shall not be entitled to any of the benefits set forth in this Agreement.

G. Temporary Employee

As used in this Agreement and unless otherwise indicated, the term "temporary employee" shall mean an employee who works subject to an appointment of less than six (6) continuous months. Temporary employees shall not be entitled to any of the benefits set forth in this Agreement.

H. Union

As used in this agreement, the term "Union" shall mean the United Electrical, Radio & Machine Workers of America, or its authorized representatives.

**ARTICLE 2
GRIEVANCE PROCEDURE**

A. Definition

A grievance shall mean a complaint that there has been an alleged violation or misrepresentation of any specific provisions of this agreement not specifically excepted from the grievance procedure.

B. General Provisions

1. Every employee covered by this agreement shall have the right to present grievances in accordance with these provisions. Any aggrieved person may be represented at all levels of the grievance procedure by the employee himself/herself, or by the employee and a representative from the Union if the employee chooses to have a representative with him/her.
2. The failure of any employee to act on any grievance within the prescribed time limits will act as a bar to any further appeal and a supervisor's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however may be extended by mutually written agreements.
3. The Employer recognizes the right of the Union to designate a steward or stewards to handle Union business. The Union shall furnish the Employer with the names of all stewards.

Employees shall have the right to be represented by a steward at all steps of the grievance procedure. A representative of the National Union UE may, at the Union's discretion, participate in Step 3 meetings.

Unless the Employer otherwise agrees, the investigation and processing of all grievances shall take place during non-working time. When the Employer schedules a meeting concerning a grievance during an employee's regular working hours, the employee shall suffer no loss of pay. If a Union steward attends a meeting concerning a grievance during the steward's regular working hours, the steward shall suffer no loss of pay. When the Employer schedules a meeting concerning a grievance outside of an employee's regular working hours, the employee will be paid at straight time for the time spent at the meeting. If a Union steward attends a meeting concerning a grievance outside of the steward's regular working hours, the steward will be not in pay status.

C. Processing Grievances

1. First Step

An attempt shall be made to resolve any grievance in informal, verbal discussion between the grievant and his or her supervisor.

2. Second Step

If the grievance cannot be resolved informally, the aggrieved employee shall file the grievance in writing, and, at a mutually agreeable time, discuss the matter with the Director of Human Resources. The written grievance shall state the remedy requested. The filing of the formal, written grievance at the second step must be within fourteen (14) calendar days from the date the grievant first became aware of the grievance. The Director of Human Resources shall make a decision on the grievance and communicate it in writing to the employee and the President within fourteen (14) calendar days after receipt of the grievance.

3. Third Step

If the grievance is not resolved satisfactorily at Step 2, the grievant shall file, within seven (7) calendar days of the date of the written decision at the second step, a copy of the grievance with the Secretary to the President. Within twenty-one (21) calendar days after such written grievance is filed, the grievant shall meet with the President to attempt to resolve the grievance. The President shall file an answer within fourteen (14) calendar days following the third-step grievance meeting and communicate it in writing to the employee and the Director of Human Resources.

4. Fourth Step

If the grievance has not been settled at Step Three, the Union may refer the grievance to final and binding arbitration by giving written notice to the President or his/her designee within thirty (30) calendar days after receipt of the Employer's final answer in Step Three.

The Union shall request a list of arbitrators from PERB within seven (7) calendar days of the date on which the grievance was referred to arbitration. The arbitrator shall be selected from a panel of five (5) arbitrators supplied by the Public Employment Relations Board. The parties shall determine by lot who shall be required to strike the first name, and the striking process shall take place within ten (10) calendar days of the date on which the list of arbitrators was mailed by PERB. Within sixty (60) calendar days following the date on which the grievance was referred to arbitration, the parties and the arbitrator shall select a date for the arbitration hearing. In accordance with this grievance and arbitration procedure, the arbitrator shall not have the power or authority to add to, subtract from, or in any manner change the terms and conditions of this collective bargaining agreement. The award of the arbitrator shall be final and binding on the Employer, the Union, and the employees involved.

The decision of the arbitrator shall be rendered within thirty (30) calendar days following the close of the hearing.

The costs for the services of the arbitrator, including per diem expenses, if any, his/her actual and necessary travel, subsistence expenses, shall be borne equally between the Employer and the Union.

The Employer shall furnish a hearing room.

Any other expenses incurred shall be paid by the party incurring the expense.

ARTICLE 3 DUES DEDUCTION

A. Deduction Authorized

Upon receipt of a voluntary written individual order therefor from any of its employees covered by this Agreement on forms provided by the Union, the Employer will deduct from the pay due such employee those dues required as the employee's membership dues in the Union.

B. Effective Date

Such order shall be effective only as to membership dues becoming due after the date of delivery of such authorization to the Director of Human Resources. Deductions shall be made only when the employee has sufficient earnings to cover same after deductions for social security, federal taxes, state taxes, retirement, health insurance, and life insurance. Deductions shall be in such amount as shall be certified to the Employer in writing by the authorized representative of the Union.

C. Remitting of Dues

The Employer shall within ten (10) days following the end of each month remit the amounts of Union dues showing the names of employees to the Financial Secretary of Local 1145.

D. Indemnification

The Union agrees to indemnify and hold harmless the Board, each individual member of the Board, and all agents of the Board against all claims, costs, suits, or other liability and all court costs arising out of the application of the provisions in this Article.

E. Payment Problems

The Employer shall check off only certified monthly dues for the payroll period involved. If the pay of the employee is insufficient to permit such check-off, such dues shall be deducted from the next pay period. In such event, it shall be the Union's responsibility to collect these dues from the employee.

If the Employer deducts dues pursuant to the provisions of this Agreement and the Employer has made a duplicate payment to the Union directly, it shall be the responsibility of the employee to collect such duplicate payment from the Union.

F. Termination of Dues

Such orders shall be terminable with written notice to the Employer and the Union at any time following thirty (30) days notice. Such deductions shall cease within sixty (60) calendar days from receipt of the Employee's notice to terminate dues deduction.

ARTICLE 4 HOURS OF WORK

A. Hours of Work

The hours of work for each employee, including meal periods, will be set by the employee's immediate supervisor. The President, or his/her designee, shall have the authority to change an employee's hours of work as he/she deems appropriate or necessary to meet the operational needs of the College. Prior to any change in an employee's regular hours of work, the employee shall be given fourteen (14) calendar days written notice by the College.

B. Meal Periods

Employees who work more than five (5) hours per day will be granted a meal period which will be scheduled by their supervisor at approximately the middle of their shift. The length of the meal period will be determined by the supervisor but will be not less than thirty (30) minutes nor more than sixty (60) minutes. Meal periods are unpaid time. Employees who are on an unpaid meal period shall not be required to remain on the College campus for that meal period. In order to take a WITCC class, an employee may waive his/her lunch period by signing a waiver form.

C. Break Periods

Employees who work four (4) or more hours per day will be granted a fifteen-minute break period which will be scheduled by their supervisor. Employees who work eight (8) hours or more per day will be granted two fifteen-minute break periods (one for each half-shift) which will be scheduled by their supervisor. Break periods are paid time.

D. Call-In Pay

Employees who are called in to work for hours which are outside of and not contiguous with their regular hours of work will be paid a minimum of two (2) hours of work at time and one-half (1½) or their actual hours worked, whichever is greater.

E. Days of Work

The days of work for each employee shall be determined by the Board.

F. College Closings

If the President, or his/her designee, closes a College campus for all or part of a day, then employees at that campus will be paid for their regularly scheduled hours of work on that

day. Employees who are required to work on a College campus which is closed will be paid for their regularly scheduled hours of work on that day and will receive time and one-half (1½) for all hours actually worked during the period of time that the campus is closed on that day and until the campus is reopened.

ARTICLE 5 OVERTIME

A. Definition of Overtime

All hours worked by employees in excess of forty (40) hours in a work period will be compensated at the rate of one and one-half times the employee's regular hourly rate of pay.

B. Computation of Overtime

For purposes of calculating overtime, the term "hours worked" will include all hours actually worked, vacation hours, holiday hours, and all hours of paid leave for bereavement and jury duty.

C. Extra Hours of Work

Any hours in excess of an employee's regular hours of work must be approved in advance by the employee's immediate supervisor. If the employee's immediate supervisor is not available, approval must be received from the Director of Human Resources.

D. Compensation for Overtime

Unless the employee and the employee's supervisor otherwise agree, overtime hours shall be compensated in cash.

If overtime hours are compensated in cash, payment shall be made in accordance with Section 7 of the Fair Labor Standards Act.

If overtime hours are compensated with time off, compensatory time shall be provided at a rate of one and one-half hours for each hour of overtime employment. The maximum number of hours of compensatory time which can be accumulated and used during the contract year (July 1 to June 30) is twenty-four (24) hours. Compensatory time hours which are not used by June 15 shall be paid for in cash in the last paycheck in June. Any employee who has accrued 24 hours of compensatory time off shall be paid overtime compensation for additional overtime hours of work. If compensation is paid to an employee for accrued compensatory time off, such compensation shall be paid at the regular rate earned by the employee at the time the employee receives the compensation.

Upon termination of employment, employees shall be paid for unused compensatory time at a rate of compensation not less than: (1) the average regular rate received by the employee during the last three years of the individual's employment or (2) the final regular rate received by the employee, whichever is higher.

Employees who have accrued compensatory time off may request the use of compensatory time and shall be permitted to use such time within a reasonable time period after making the request if the use of compensatory time does not unduly disrupt the operations of the department.

Compensatory time must be used in one-half (½) day increments.

ARTICLE 6 HOLIDAYS

A. Holidays Observed

The following Holidays will be observed and employees will not be required to work on these days:

- New Years Day and an accompanying day (2 days)
- Winter Break Day (2 days)
- Spring Break (1 day)
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Thanksgiving Day (Fourth Thursday in November)
- Friday following Thanksgiving

B. Observance of Holidays

Holidays will be observed on the day on which they occur, except that if a holiday falls on the employee's's first regularly scheduled day off, the holiday shall be observed on the employee's preceding regularly scheduled workday, and if the holiday falls on the employee's second regularly scheduled day off, the holiday shall be observed on the employee's following regularly scheduled workday.

C. Eligibility for Holiday Pay

In order to be eligible for receiving holiday pay, an employee must report for work on the last scheduled work day before the holiday and on the first scheduled work day after the holiday unless the employee is absent due to a vacation, sick leave, or any paid leave of absence. If an employee is sick and has no sick leave or any paid leave of absence

available and brings in a doctor's slip, the employee will be excused and paid the holiday pay. No employee who has been laid off, or discharged, or who is under suspension, will be eligible for holiday pay.

D. Pay for Holidays

Full-time employees eligible for holiday pay shall receive as holiday pay their normal rate of pay at straight time up to a maximum of eight (8) hours for any one holiday. Part-time employees eligible for holiday pay shall receive as holiday pay at their normal rate of pay at straight time for their normal scheduled hours of work for the day that is observed as the holiday. Part-time employees shall have the option to make up any hours, due to the holiday, during the regularly scheduled work week, such as coming in early or staying late. These hours can be distributed over the regularly scheduled work week.

E. Holiday Premium Pay

Employees who are eligible for holiday pay and who work on a holiday will be compensated at the rate of one and one-half the employee's regular rate of pay for all hours worked on a holiday in addition to the holiday pay which they receive under Article 6(D).

**ARTICLE 7
VACATION**

A. Eligible Employees

Full-time and part-time employees are eligible for vacation benefits.

B. Vacation Accrual

Vacation accrues based upon completed years of employment and is measured from the employee's anniversary date of hire. Vacation will accrue based on the following schedule:

First year of employment	10 days of vacation
Second year of employment	11 days of vacation
Third year of employment	12 days of vacation
Fourth year of employment	13 days of vacation
Fifth year of employment	14 days of vacation
Sixth year of employment	16 days of vacation
Seventh year of employment	18 days of vacation
Eighth year of employment	20 days of vacation

C. Vacation Pay

Vacation days will be paid on the basis of an eight-hour day for full-time employees and an employee's normal scheduled hours of work for part-time employees.

D. Scheduling of Vacation

Vacation will be scheduled with the employee's immediate supervisor and must be taken in full-day or half-day increments. Depending upon the nature of an employee's work assignment and the special demands of a work unit, employees may be required to avoid scheduling vacation days at certain times on the College calendar. Newly hired employees shall be entitled to use their vacation on a pro-rated basis.

A request for vacation leave which is submitted at least five (5) working days in advance of the first date on which vacation is requested will be considered to be approved unless the College notifies the employee, within five (5) working days of receipt of the request, that the request has been disapproved. Employees are not required to submit a request for vacation five (5) working days in advance of the first date on which vacation is requested. If an employee submits a request less than five (5) working days in advance of the first date on which vacation is requested, the employee's supervisor or designee will approve or disapprove the request.

E. Vacation Carryover

Vacation must be taken during the fifteen months which immediately follow the employee's anniversary date.

F. Payment for Unused Vacation

Upon separation from employment, employees will be paid for accrued but unused vacation.

**ARTICLE 8
LEAVES OF ABSENCE**

A. Personal Illness

All full-time and part-time employees shall be accrue sick leave days as follows:

1st year of employment	11 days
2nd year of employment	12 days
3rd year of employment	13 days
4th year of employment	14 days
5th year of employment	15 days

6th and future years 16 days

Sick leave shall be paid on the basis of an eight-hour day for full-time employees and on the basis of an employee's normal scheduled hours of work for a part-time employee. Sick leave shall be used in minimum increments of one half-hour.

Sick leave shall be accumulated on a monthly basis. The monthly accumulation shall be on a proportionate basis calculated by dividing the number of days of sick leave to which the employee is entitled divided by the number of months of the employee's service to the College.

Except as provided in Section B of this Article, sick leave may only be used for an employee's personal illness, injury, disability and doctor/dentist appointments.

Any unused days of sick leave are cumulative to a maximum of 110 days. The Employer may require a physician's statement for any absence due to illness or injury and also may require a physician's statement verifying the employee's ability to perform the work required. The decision to require a physician's statement will be made by the Director of Human Resources.

Employees who are unable to report for work due to illness or disability are responsible for contacting their supervisor or insuring that someone else makes the contact for them. Contact should be made by or before the time at which the employee would otherwise be expected on the job. The employee should continue to make daily contact if the absence is for more than one day. If the College desires, it may direct the employee to be examined by a doctor mutually agreeable to both the College and the employee. The College shall pay the costs of that examination.

B. Family Illness

Up to forty (40) hours of sick leave may be used in each contract year for sickness, injury, doctor/dentist appointments or hospitalization of immediate family members. This leave is non-accumulative.

Immediate family members include:

1. Spouse
2. Son or Daughter including "Step Relationship"
3. Father or Mother including "Step Relationship"
4. Father or Mother-in-law including "Step Relationship"
5. Other legal guardian relationships

C. Bereavement Leave

In the event of a family member's death, employee will normally be allowed from one to three days of paid leave, depending upon the relationship and the location of the funeral. The President may approve up to five days total, depending upon the circumstances.

Family members include:

1. Spouse
2. Son or Daughter including "Step Relationship" and "foster"
3. Father or Mother including "Step Relationship"
4. Father or Mother-in-law including "Step Relationship"
5. Son or Daughter-in-law including "Step Relationship"
6. Brother or Sister-in-law including "Step Relationship"
7. Grandfather - Grandmother
8. Grandchildren
9. Foster children
10. Brother and Sister including "Step Relationship"
11. Grandparents-in-law

This leave is non-accumulative.

D. Personal Leave

Full-time and part-time employees earn three days of personal leave each fiscal year. A "day" is defined as 8 hours for full-time employees and an employee's normal scheduled hours of work for part-time employees.

Employees shall designate their personal leave entitlement to be used over the period between the Winter Break holidays and the New Year's holidays. Employees who are required to work between the Winter Break holidays and the New Year's holidays will be permitted to use their personal leave entitlement on a discretionary basis during the period following the New Year's holidays and the end of the fiscal year and may use their personal leave in half-day or full-day increments. Employees who are required to work between the Winter Break holidays and the New Year's holidays shall be compensated at one and one-half the regular straight time hourly rate for all hours worked on their personal leave entitlement days in addition to the personal leave pay which they receive under this section.

Employees hired between July 1 and October 31 of a fiscal year shall be entitled to three days of personal leave in that fiscal year. Employees hired after November 1 of a fiscal year shall be entitled to two days of personal leave in that fiscal year. Employees who do not have sufficient personal leave days to cover the break between the Winter and New Year's holidays will be placed on unpaid leave for that day.

Personal leave days do not carry over to the next fiscal year or accumulate to any number greater than that authorized for one fiscal year.

E. Jury Duty Leave

Employees who are called to jury duty will be excused from work and will, upon presentation of the jury summons, receive full wages based on their regularly scheduled work day. Payments received for jury service, other than mileage and meals, are to be paid to the College. Employees who are dismissed from jury responsibilities with more than two hours left in their regular workday are required to return to work.

Employees who work on a second/third shift, or on some schedule other than usual daytime hours, will be excused from their duties if required, in part or in whole, depending on the circumstances. Only that portion of jury duty pay equivalent to the time missed from work will be due the College.

F. Union Leave

The Union shall be granted three (3) days of leave with pay annually, and up to seven (7) additional days of leave annually which may be charged to an employee's vacation or accrued compensatory time or which will be approved as unpaid leave, to attend national and state meetings, seminars, and/or conventions. Requests for such leave shall be submitted, in writing, at least ten (10) days prior to the date of such leave.

G. Military Leave

Military leave will be granted in accordance with state and federal law.

H. FMLA Leave

Employees will be granted family and medical leave as provided in the Family and Medical Leave policy adopted by the Board.

I. Unpaid Leave

Employees may be granted unpaid leave at the discretion of the President. Decisions regarding unpaid leave shall not be subject to the grievance procedure.

J. Sick Leave Donation

1. Individual bargaining unit members may contribute up to ten (10) sick leave days per year to other employees who are eligible as provided in paragraph 3. The total of all sick leave donations shall not exceed fifty (50) days (400 hours) per year.

The Union will notify the Director of Human Resources of the names of the individuals who contribute sick leave and the amount of sick leave which they will contribute.

2. There will be no carryover of donated sick leave days from year to year. Donated sick leave days will not be returned to the donor.
3. Donated sick leave days will be available only to those employees who: (1) have accumulated less than sixty days of sick leave as of July 1 of the contract year in which a sick leave donation is requested, (2) have used all of their paid leave days, (3) have not yet met the elimination period for long term disability insurance, and (4) suffer from a serious health condition as defined in the Family and Medical Leave Act, 29 Code of Federal Regulations §825.114. Donated sick leave days will not be available to an employee on a day-to-day basis, that is, donated sick leave days will not be available for brief absences such as one, two, or three days.
4. Requests for the use of donated sick leave days will be submitted to the College President and the Union President on a form provided by the College. The decision of whether to provide donated sick leave benefits to an employee and the number of donated sick leave days to allocate to the employee shall be made by mutual agreement of the College President and the Union President. Up to ten (10) donated sick leave days per year will be allocated to each eligible participant.

ARTICLE 9 WAGES

A. Initial Placement

The College may, at its sole discretion, place newly hired employees at any pay rate within the appropriate Pay Grade which does not exceed the mid-point of the Pay Grade

B. Pay Rates

Effective July 1, 2004: (a) the rates of pay for employees whose pay does not exceed the maximum for their pay grade will be increased by 4.0% for full-time employees and for part-time employees, and (b) employees whose pay does exceed the maximum for their pay grade will receive a payment of 4% plus \$250 (this payment will not be added to the employee's base pay), and (c) full-time employees will have \$250 added to their annual salary, not to exceed the maximum for their pay grade. The minimum of the pay range will be increased by 3.75%. The maximum of the pay range will be increased by 4% plus \$250.

Effective July 1, 2005: (a) the rates of pay for employees whose pay does not exceed the maximum for their pay grade will be increased by 4.0% for full-time employees and for part-time employees, and (b) employees whose pay does exceed the maximum for their pay

grade will receive a payment of 4% plus \$500 (this payment will not be added to the employee's base pay), and (c) full-time employees will have \$500 added to their annual salary, not to exceed the maximum for their pay grade. The minimum of the pay range will be increased by 3.75%. The maximum of the pay range will be increased by 4% plus \$500.

Effective July 1, 2006: (a) the rates of pay for employees whose pay does not exceed the maximum for their pay grade will be increased by 4.0% for full-time employees and for part-time employees, and (b) employees whose pay does exceed the maximum for their pay grade will receive a payment of 4% plus \$500 (this payment will not be added to the employee's base pay), and (c) full-time employees will have \$500 added to their annual salary, not to exceed the maximum for their pay grade. The minimum of the pay range will be increased by 3.75%. The maximum of the pay range will be increased by 4% plus \$500.

C. Pay Grades

For 2004-2005, the pay grades for employees shall be as follows:

<u>Grade</u>	<u>Annual Minimum</u>	<u>Annual Maximum</u>
1	\$15,817	\$21,838
2	\$18,437	\$25,648
3	\$21,058	\$29,456
4	\$23,680	\$33,268
5	\$26,302	\$37,077
6	\$28,922	\$40,888
7	\$32,199	\$45,650

For 2005-2006, the pay grades for employees shall be as follows:

<u>Grade</u>	<u>Annual Minimum</u>	<u>Annual Maximum</u>
1	\$16,410	\$23,212
2	\$19,128	\$27,174
3	\$21,848	\$31,134
4	\$24,568	\$35,099
5	\$27,288	\$39,060
6	\$30,007	\$43,024
7	\$33,406	\$47,976

For 2006-2007, the pay grades for employees shall be as follows:

<u>Grade</u>	<u>Annual Minimum</u>	<u>Annual Maximum</u>
1	\$17,025	\$24,640
2	\$19,845	\$28,761
3	\$22,667	\$32,879
4	\$25,489	\$37,003

5	\$28,311	\$41,122
6	\$31,132	\$45,245
7	\$34,659	\$50,395

D. Job Classifications

<u>Grade</u>	<u>Job Classification</u>
1	Cashier Dishwasher Receptionist
2	Baker/Salad Maker Bookstore Clerk Courier/Delivery Food Service Worker Registration Clerk Shipping & Receiving Clerk
3	Admissions Clerk Communication Systems Clerk Custodian Data Entry Operator Grill Cook Groundskeeper Lead Cook Learning Center Clerk Library Clerk Painter Parts Department Clerk Production Typist Secretary
4	Administrative Assistant Financial Aid Clerk Housing Assistant Supervisor Maintenance Engineer Student Records Specialist Student Success Center Clerk
5	Communication Systems Technician Desktop Publishing Specialist Event Coordinator Help Desk Coordinator Help Desk Technician

Microcomputer Technician
Offset Operator
Software Technician
Webmaster/PR Specialist
Library Technician
JTPA Accounting Specialist

6 Public Relations Writer

7 Computer Lab Supervisor

E. Shift Differential

Employees who work on the second shift shall be paid an additional three percent (3%) of their regular hourly rate of pay for all hours worked on that shift. Employees who work on the third shift shall be paid an additional five percent (5%) of their regular hourly rate of pay for all hours worked on that shift. Shift differential pay shall be included in calculating holiday, vacation, and paid leaves of absence.

F. Movement Between Pay Grades and Reclassification

If an employee is moved to a position in a higher pay grade, the employee shall receive either a five percent (5.0%) pay increase or the starting wage for the new pay grade, whichever is higher. If an employee is moved, voluntarily or involuntarily, to a lower pay grade, the employee shall retain his/her previous wage.

If an employee's position is reclassified to a higher pay grade, the employee shall be paid either his/her current rate of pay or one percent (1.0%) more than the starting wage for the new pay grade, whichever is higher.

G. Weekend Duty

Employees who perform weekend boiler inspection duties at their home will be paid one hour at time and one-half (1½) of their regular rate of pay for each day on which they perform such duties.

H. Pay Periods

Monthly payroll periods will end on the 20th of each month. Employees will be paid on the last working day of every month.

The pay period will be phased in by adjusting the last day of the pay period by one (1) day per month until the payroll period ends on the 20th of the month.

If an individual's employment is ended before the phase-in period is completed, the employee will be paid all moneys due to him or her on the last paycheck.

ARTICLE 10 INSURANCE

A. Health Insurance

The current health insurance plan, including the plan benefits, deductibles, and co-insurance provisions will be maintained. This includes deductibles and co-insurance expenses of \$1,000 for single coverage and \$2,000 for family coverage. Effective January 1, 2005, employees will be responsible for the first \$250 of deductible and co-insurance expenses, whether they have elected single or family coverage. Effective January 1, 2006, employees will be responsible for the first \$500 of deductible and co-insurance expenses, whether they have elected single or family coverage. Effective January 1, 2007, employees will be responsible for the first \$1,000 of deductible and co-insurance expenses, whether they have elected single or family coverage. The College will self-insure the remainder of the deductible and co-insurance payment. The plans offered by the College will be limited to the Alliance Select Plan and the Educator Co-Pay Plan provided by Wellmark (Blue Cross/Blue Shield).

The College shall contribute one hundred percent (100%) of the single employee monthly premium. For those employees who elect to insure eligible dependents, the College will contribute seventy-five percent (75%) of the monthly dependent premium. The employee will pay the remaining twenty-five percent (25%) of the premium through payroll deductions.

B. Dental Insurance

The current dental insurance plan, including the plan benefits, deductibles, co-insurance provisions, and Employer contributions, will be maintained.

C. Group Term Life Insurance and Long-Term Disability

The College provides the following benefits for coverage on employees which become effective according to his/her first date of eligibility as described above and continue through his/her last day of employment or eligibility.

1. **Group Term Life Insurance** - The College will pay the full premium for a policy of group term life insurance for eligible employees. The amount of the coverage will be equal to an employee's annualized (fiscal year) regular wages, rounded to the next higher thousand dollars, and then doubled. Accidental death and dismemberment benefits are included with the coverage.

Additional life insurance coverage for employees and their dependents may be available at employees' expense. Information may be obtained from the Human Resources Office.

2. **Long-Term Disability** - In the case of disability caused by illness or off-the-job injury, this insurance may replace a percentage of predisability wages after a 90 calendar day waiting period. Employees will receive information describing the specific conditions and benefits applicable to his/her coverage.

D. Workers Compensation Insurance

1. Report of Injury

In the event that employees are injured on the job, they should notify their supervisor and the Board Secretary as soon as possible, if not immediately. The appropriate form should be obtained, completed and returned to the Board Secretary following an injury sustained while on the job. Forms may be obtained from the Human Resources Office.

2. Compensation for Work-Related Injuries

If, as a result of a work-related injury, employees are absent from work or are receiving worker compensation payments, the following procedures will be in effect:

- a. For each day that an employee is absent, the employee will have the option to continue receiving their daily or weekly rate of pay, and the time will be charged against the employee's accrued sick leave.
- b. If an employee elects to use accrued sick leave to supplement worker compensation payments and the employee has sufficient accrued sick leave to cover the total period of absence, the total amount of the worker's compensation payments will be endorsed over to the College.
- c. If an employee does not elect to use accrued sick leave to supplement worker compensation payments or the employee does not have sufficient accrued sick leave to cover the total period of absence, the only compensation that the employee will receive for the time not covered by sick leave will be the payments from worker's compensation.

E. Liability Insurance

Employees are included in the College's general liability insurance coverages for activities related directly to performing their assigned duties on behalf of the College.

F. Cafeteria Benefits Plan

Regular employees who work at least thirty-two (32) hours per week may enroll in the Cafeteria Benefits Plan. The Plan includes the following benefits:

1. Employees may pay their share of health and dental insurance premiums on a pre-tax basis.
2. Medical expenses which are not paid for by the insurance plan may be paid on a pre-tax basis using a salary reduction agreement.
3. Expenses for the care of an employee's dependents which are incurred so that the employee can go to work may be paid on a pre-tax basis using a salary reduction agreement.

**ARTICLE 11
SENIORITY**

A. Definition

Seniority shall mean the number of years of consecutive employment at the College and shall be calculated from the date of the employee's last hire into a bargaining unit position.

In the event that two (2) employees have the same original date of employment, seniority of one against the other shall be determined by the last four (4) digits of the social security numbers of the employees with the employee having the higher last four (4) digits of the social security number being considered as having the greater seniority.

B. Seniority List

The College shall provide a list of employees, their classification, and seniority to the Union President by September 15 each year. Following its receipt of the seniority list, the Union will have thirty (30) days to contest the accuracy of the list or it will become official.

**ARTICLE 12
STAFF REDUCTION PROCEDURES**

A. Classification

For purposes of staff reduction, employees will be classified by job classification.

B. Procedure

If the College decides to lay employees off, employees in the affected job classification shall be laid off in the following order:

1. Temporary employees shall be laid off first.
2. If the layoff cannot be fully accomplished by laying off temporary employees, then limited part-time employees shall be laid off next.
3. If the layoff cannot be fully accomplished by laying off temporary employees and limited part-time employees, then probationary employees shall be laid off next.
4. If the layoff cannot be fully accomplished by laying off temporary employees, limited part-time employees, and probationary employees, then part-time employees shall be laid off next.
5. If the layoff cannot be fully accomplished by laying off temporary employees, limited part-time employees, probationary employees, and part-time employees, then full-time employees shall be laid off starting with the least senior employee in the affected job classification.

C. Displacement Rights

Laid off full-time employees shall have the right to displace the least senior full-time or part-time employee in a different job classification, provided the employee possesses the qualifications for the position as set forth in the job description for the position. Laid off part-time employees shall have the right to displace the least senior part-time employee in a different job classification, provided the employee possesses the qualifications for the position as set forth in the job description for the position.

At the time that the College provides notice of layoff to an employee, the Human Resources Department will provide the employee a list of all positions occupied by any employee who has less seniority together with a job description for such positions. For part-time employees, this list will be limited to positions occupied by part-time employees.

Within seven (7) calendar days of the date of the employee's receipt of the notice, the employee will decide whether to exercise his/her displacement rights and, if so, will identify the position which the employee has selected. If the employee wishes to communicate with a potential supervisor regarding a position, then the employee's decision regarding the exercise of displacement rights must be made within seven (7) calendar days of the date of the communication with the potential supervisor. In any event, the employee's decision regarding the exercise of displacement rights must be made not later than fourteen (14) calendar days from the date of the employee's receipt of the notice.

If an employee exercises his/her rights of displacement, the displacement process will begin again with notice being provided to the employee who is being displaced.

D. Notice

The College will provide three (3) weeks notice to the affected employee(s) prior to the effective date of the layoff.

E. Recall Procedure

All employees who are covered by this Agreement and who are on layoff status will be recalled before any new employee is hired in the affected job classification. Employees will be entitled to be recalled only to a vacancy in the position in which they were employed at the time of the layoff, and each employee will only be entitled to be recalled one time. Laid off employees will have recall rights for one (1) year from the effective date of their layoff.

Laid-off employees shall keep the Director of Human Resources advised of their current address. Notice of recall shall be given by certified mail to employee at their current address. If the employee fails to respond within fourteen (14) calendar days after the date of the mailing of the notice, the employee will be deemed to have refused the offer of recall. Employees who are offered recall shall have only one opportunity to accept or reject a job offer by the College.

F. Benefits

1. The period of layoff, limited to the period during which an employee retains recall rights, shall not change the employee's seniority date.
2. Upon recall from layoff, sick leave accumulation shall be restored to the employee at the same level as at the time of layoff.
3. For purposes of calculating an employee's entitlement to sick leave and vacation benefits upon recall from layoff, the employee's length of service shall be established at the same level as at the time of layoff.

**ARTICLE 13
TRANSFER PROCEDURES**

A. Definition of Transfer

A "transfer" shall be defined to mean a voluntary movement from one job classification within the bargaining unit to another job classification within the bargaining unit.

B. Procedure for Filling Vacancies

If the College decides to fill a vacancy, the College may advertise for applicants from outside the bargaining unit, may post the vacancy and seek applicants from within the bargaining unit, or may do both. If the College advertises and fills the vacancy from outside the bargaining unit, then this procedure shall not apply. If the College seeks applicants both from within and from outside the bargaining unit, then the College may select any applicant.

Transfers made from within the bargaining unit shall be made on the basis of ability to perform the work and qualifications.

When the college decides to fill a vacancy, the College will notify the local Union President that there is a vacancy to be filled. When the college makes a transfer, the College will notify the local Union President at the same time that notice is provided to the Board.

If the College decides to fill a vacancy from within the bargaining unit, the vacancy shall first be posted for five (5) working days, and employees who wish to apply for a transfer must make written application for transfer within said five-day period.

C. Involuntary Transfers

The decision to make an involuntary transfer will be made by the President based upon the needs of the College. Employees will be given at least five (5) working days notice of involuntary transfer. If the President determines that an involuntary transfer may be accomplished using a volunteer, then the College will post a notice to employees that a volunteer is being sought. The notice will be posted for period of five (5) working days, and during this period of time employees may volunteer to be transferred. If a qualified employee volunteers to be transferred, then that employee will be transferred. If no qualified employee volunteers to be transferred, then the President will decide which employee is to be involuntarily transferred.

**ARTICLE 14
EVALUATION PROCEDURES**

A. Frequency of Evaluations

Employees will be evaluated by their supervisor at least once each fiscal year. Any deficiencies noted by the appropriate supervisor will include suggestions for improvement of the deficiencies.

B. Evaluation Form

The evaluation form will be determined by the College. All employees will be evaluated on the same form.

C. Evaluation Conference

A conference regarding the evaluation will be held between the employee and the evaluator following the completion of the written evaluation. A copy signed by both parties will be given to the employee at the end of the evaluation conference. The employee's signature does not mean that the employee agrees with the evaluation but rather that the employee is aware of its contents.

D. Employee Response

All evaluation reports will be placed in the employee's personnel file. The employee has the right to respond to the evaluation report, and such response will become part of the evaluation report. In order to be included in the evaluation report, the employee's response must be received by the Director of Human Resources within ten (10) working days following the date of the evaluation conference.

E. Personnel File

Employees shall have the right to review the contents of their personnel file. At the employee's request, a representative of the Union may accompany the employee in the review. Employees shall have the right to obtain photocopies of the contents of their personnel file, except for those materials excluded from examination by Iowa Code Section 91B.1(2).

F. Right to Grieve

Employees shall have the right to grieve an overall unsatisfactory evaluation. The evaluation shall be sustained unless it is arbitrary, capricious, or without basis in fact.

**ARTICLE 15
HEALTH AND SAFETY MATTERS**

A. General Provisions

The College will endeavor to maintain safe working conditions. Employees are expected to be alert to any unsafe working conditions, if any, and to report such conditions to the supervisor in writing. The College will respond to the employee's report within ten (10) days of the date on which the report was received.

B. Safety Clothing, Equipment, and Information

The College shall furnish protective clothing and equipment in accordance with applicable federal and state laws and regulations. The College shall provide safety information to employees in accordance with applicable federal and state laws and regulations.

**ARTICLE 16
DURATION AND SIGNATURE**

A. Duration

This Agreement shall be effective on July 1, 2004, and shall continue in effect until June 30, 2007.

B. Signature Clause

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates indicated below.

For the Board:

By: B. L. Thomas
Board President

Date: 5-10-04

For the Union:

By: [Signature]
Union Bargaining Committee Member

By: Lori A. Knight
Union Bargaining Committee Member

By: [Signature]
Union Bargaining Committee Member

By: Jaime H. Woodard
Union Bargaining Committee Member

By: Louis F. Sprenger III
Union Bargaining Committee Member

Date: 5/26/04

Iowa Central CC

Iowa Cental CC EA

7/1/2006

6/30/2008